

# EXHIBIT “K”

## **END-USER LICENSE AGREEMENT**

### **LICENSE FOR FREIGHT CONTROL SYSTEM SOFTWARE**

#### **LICENSEE:**

Ralph Stussi  
Fleming Foods, Inc.  
91-315 Hanua Street  
Kapolei, Hawaii 96707

#### **LICENSOR:**

Wayne Berry  
P.O. Box 549  
Haleiwa, Hawaii 96712

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**EXHIBIT "K"**

**Exhibit 208**

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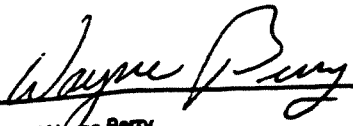
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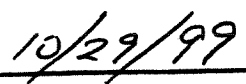
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LICENSOR: Wayne Berry

  
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Date

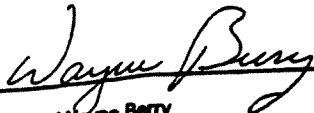
## **ADDENDUM TO END-USER LICENSE AGREEMENT**

### **ADDENDUM FOR FREIGHT CONTROL SYSTEM SOFTWARE**

1. In exchange for Wayne Berry (LICENSOR) granting this EULA to Fleming Foods, Inc (LICENSEE), LICENSEE agrees to employ all former API employees of record date (September 1, 1999) beginning November 1, 1999 for a period of not less than 1 year and at their former or better pay scale and benefit package. This employment agreement shall not include Jack Borja. LICENSOR will not be in breach of this agreement if any of the "former API employees" quit or create a disciplinary condition that requires dismissal from LICENSOR's employ.
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LICENSOR: Wayne Berry

10/29/99  
Date